

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

FARMERS INSURANCE COMPANY OF
WASHINGTON,

No. 3:22-cv-05812-TSZ

Plaintiff,

V.

ONE WORLD TECHNOLOGIES, INC. DBA
RYOBI

Defendant.

**DEFENDANT TTI CONSUMER
POWER TOOLS, INC.'S ANSWER TO
PLAINTIFF FARMERS INSURANCE
COMPANY OF WASHINGTON'S
COMPLAINT FOR DAMAGES**

DEMAND FOR JURY TRIAL

Defendant TTI Consumer Power Tools, Inc. (erroneously sued as One World Technologies, Inc. dba Ryobi) (hereafter “TTI” or “Defendant”), on behalf of itself and no other entity, answers Plaintiff Farmers Insurance Company of Washington’s (“Plaintiff”) Complaint for Damages as follows:

GENERAL ALLEGATIONS

1. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 of Plaintiff's Complaint, and therefore denies them.
 2. Defendant denies the allegations in Paragraph 2 of Plaintiff's Complaint.
 3. Defendant denies that the 40 Volt Ryobi Battery Charging Assembly (the

1 “Product”) failed and caught fire and caused the ejection and destruction of the batteries,
 2 leading to a fire at 6320 S. Sheridan Ave., Tacoma, WA (the “Subject Property”). Defendant
 3 denies that the Product was improperly and defectively designed, tested, manufactured and/or
 4 inspected by Defendant or that it failed or was a sole or proximate cause of property damage at
 5 the Subject Property. Defendant lacks knowledge or information sufficient to form a belief as
 6 to the truth of the remaining allegations in Paragraph 3 of Plaintiff’s Complaint, and therefore
 7 denies them.

8 4. Defendant denies that it caused damage to the Subject Property. Defendant lacks
 9 knowledge or information sufficient to form a belief as to the truth of the allegations in
 10 Paragraph 4 of Plaintiff’s Complaint, and therefore denies them.

11 5. Defendant denies the allegations in Paragraph 5 of Plaintiff’s Complaint.

FIRST CAUSE OF ACTION

(Negligence)

14 6. Defendant refers to, reasserts, and incorporates by reference its responses above
 15 to Paragraphs 1 through 5 of Plaintiff’s Complaint, as if set forth herein.

16 7. Defendant denies the allegations in Paragraph 7 of Plaintiff’s Complaint.

17 8. Defendant denies the allegations in Paragraph 8 of Plaintiff’s Complaint.

18 9. Defendant denies the allegations in Paragraph 9 of Plaintiff’s Complaint.

19 10. Defendant lacks knowledge or information sufficient to form a belief as to the
 20 truth of the allegations in Paragraph 10 of Plaintiff’s Complaint, and therefore denies them.

SECOND CAUSE OF ACTION

(Product Liability; RCW 7.72.010 et seq.)

23 11. Defendant refers to, realleges, and incorporates by reference its responses above

to Paragraphs 1 through 10 of Plaintiff's Complaint, as if set forth herein.

12. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of Plaintiff's Complaint, and therefore denies them.

13. Defendant denies the allegations in Paragraph 13 of Plaintiff's Complaint.

14. Defendant denies the allegations in Paragraph 14 of Plaintiff's Complaint.

15. Defendant denies the allegations in Paragraph 15 of Plaintiff's Complaint.

16. Defendant denies the allegations in Paragraph 16 of Plaintiff's Complaint.

17. Defendant denies the allegations in Paragraph 17 of Plaintiff's Complaint.

18. Defendant denies the allegations in Paragraph 18 of Plaintiff's Complaint.

THIRD CAUSE OF ACTION

(Breach of Implied Warranty)

19. Defendant refers to, realleges, and incorporates by reference its responses above to Paragraphs 1 through 18 of Plaintiff's Complaint, as if set forth herein

20. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 of Plaintiff's Complaint, and therefore denies them.

21. Defendant denies the allegations in Paragraph 21 of Plaintiff's Complaint.

22. Defendant denies the allegations in Paragraph 22 of Plaintiff's Complaint.

PLAINTIFF'S PRAYER

Answering the allegations contained in the entirety of Plaintiff's prayer for relief, Defendant denies that Plaintiff is entitled to the relief sought, or to any relief.

AFFIRMATIVE DEFENSES

As for its affirmative defenses, Defendant alleges the following additional reasons that Plaintiff is not entitled to recover anything. By designating these affirmative defenses,

1 Defendant does not waive or limit any defenses that are or may be raised by its denials,
2 allegations, and averments set forth herein.

3 **FIRST AFFIRMATIVE DEFENSE**

4 **(Failure to State a Claim for Which Relief Can Be Granted)**

5 The Complaint, and each cause of action alleged therein, fails to state a claim for which
6 relief can be granted.

7 **SECOND AFFIRMATIVE DEFENSE**

8 **(Comparative Fault)**

9 Plaintiff, including any person whose negligent acts or omissions are imputed to
10 Plaintiff, were negligent in and about the matters alleged in the Complaint and in each alleged
11 cause of action. This negligence proximately caused, in whole or in part, the damages alleged
12 in the Complaint. In the event Plaintiff is entitled to any damages, the amount of these damages
13 should be reduced by the comparative fault of Plaintiff and any person whose negligent acts or
14 omissions are imputed to Plaintiff.

15 **THIRD AFFIRMATIVE DEFENSE**

16 **(Fault of Others)**

17 Any loss, injury, or damage incurred by Plaintiff were proximately caused by the
18 negligent or willful acts or omissions of parties whom Defendant neither controlled nor had the
19 right to control, and was not proximately caused by any acts, omissions, or other conduct of
20 Defendant, and any recovery against Defendant is therefore barred or must be reduced
21 accordingly pursuant to RCW 4.22.070.

FOURTH AFFIRMATIVE DEFENSE (Superseding Cause)

Plaintiff's damages, if any, were caused by intervening, superseding causes or circumstances and were not proximately caused by Defendant.

FIFTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

Plaintiff knowingly, voluntarily, and unreasonably undertook to encounter each of the risks and hazards, if any, referred to in the Complaint and each alleged cause of action, and this undertaking proximately caused and contributed to any loss, injury, or damages incurred by Plaintiff.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, were proximately caused or contributed to by Plaintiff's unforeseeable misuse, misapplication, and/or alteration of the product at issue in this action.

SEVENTH AFFIRMATIVE DEFENSE

(Misuse)

The product referred to in the Complaint was misused, abused, or altered by Plaintiff and/or by others. The misuse, abuse, or alteration was not reasonably foreseeable to Defendant, and proximately caused any loss, injury, or damages incurred by Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE

(Alteration)

The product referred to in the Complaint was changed after Defendant placed the product into the stream of commerce, if Defendant caused it to be placed at all, which caused

1 Plaintiff's injuries.
2

3 **NINTH AFFIRMATIVE DEFENSE**

4 **(Non-Defective Product)**

5 The product at issue in this action was reasonably fit for the use for which it was
6 intended.
7

8 **TENTH AFFIRMATIVE DEFENSE**

9 **(State of the Art)**

10 At the time Defendant placed the product in question into the stream of commerce, if at
11 all, said product conformed to the state of the art applicable to such product at the time.
12

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 **(Compliance with Safety Standards)**

15 At the time Defendant placed the product in question into the stream of commerce, if at
16 all, said product complied with all applicable standards, statutes, and regulations existing at the
17 time of manufacture that prescribed standards for design, inspection, testing, manufacture,
18 labeling, packaging, warning, or instructions for the use of the product.
19

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 **(Disclaimer of Warranty)**

22 Plaintiff is barred from recovery based on any theory of breach of implied warranty
23 because Defendant disclaimed any such warranty.
24

25 **THIRTEENTH AFFIRMATIVE DEFENSE**

26 **(Reasonableness of Actions)**

27 All actions by Defendant regarding the design, manufacture, marketing, and sale of the
28 product in question were reasonable, prudent, and undertaken in good faith.
29

1 **FOURTEENTH AFFIRMATIVE DEFENSE**

2 **(Failure to Mitigate)**

3 Plaintiff is barred from recovery under the Complaint, or is limited to a partial recovery
4 thereupon, because Plaintiff failed to mitigate the damages, if any, that resulted from the acts
5 and omissions alleged.

6 **FIFTEENTH AFFIRMATIVE DEFENSE**

7 **(Apportionment of Non-Economic Damages)**

8 Defendant's liability, if any, for non-economic damages, if any, shall be several only
9 and shall not be joint; Defendant requests a judicial determination of the amount of non-
10 economic damages, if any, allocated to it, in direct proportion to each defendant's percentage
11 of fault, if any, and a separate judgment in conformity therewith.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 **(Set Off)**

14 Defendant's liability, if any, shall be set off and reduced based upon any recoveries,
15 payments, awards, and/or judgments obtained from any other party or entity for any injury or
16 damage claimed in Plaintiff's lawsuit.

17 **SEVENTEENTH AFFIRMATIVE DEFENSE**

18 **(Spoliation of Evidence)**

19 Any recovery by Plaintiff is barred, and/or Plaintiff should be subject to evidentiary
20 sanctions and/or appropriate jury instructions, because Plaintiff failed to reasonably preserve
21 relevant and material evidence.

22 **RESERVATION OF RIGHT TO ALLEGE OTHER AFFIRMATIVE DEFENSES**

23 Defendant reserves the right, upon completion of their investigation and discovery, to
24

1 assert such additional defenses as may be appropriate.
2

3 **PRAYER**
4

5 WHEREFORE, Defendant prays that judgment be entered against Plaintiff and in favor
6 of Defendant as follows:
7

- 8 1. That Plaintiff takes nothing by way of its Complaint;
9 2. That the Complaint and all purported causes of action therein be dismissed in its
10 entirety, with prejudice;
11 3. That judgment be entered in favor of Defendant and against Plaintiff;
12 4. That the Court award Defendant its costs of suit incurred in the defense of this
action, including reasonable attorneys' fees, to the extent authorized by applicable law; and
13 5. That the Court award Defendant such other and further relief as it may deem just
and proper.

14 DATED this 7th day of November, 2022.
15

16 CORR CRONIN LLP
17

18 *s/ Kelly H. Sheridan*
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*Attorneys for TTI Consumer Power Tools, Inc.
(erroneously sued as One World Technologies,
Inc. dba Ryobi)*

CERTIFICATE OF SERVICE

The undersigned certifies as follows:

1. I am employed at Corr Cronin LLP, attorneys for Defendant TTI Consumer Power Tools, Inc. herein.

2. On November 7, 2022, I caused a true and correct copy of the foregoing document to be served on the following parties in the manner indicated below:

Michael R. Audley
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Berkeley, CA 94705
(510) 548-4740 Phone
audleylaw@gmail.com
Attorneys for Plaintiff

- Via ECF
 - Via U.S. Mail
 - Via Messenger Delivery
 - Via Overnight Courier
 - Via electronic mail

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED: November 7, 2022, at Seattle, Washington.

s/ Monica Dawson
Monica Dawson